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Attorneys for Plaintiffs AMAZON.COM, INC.
and AMAZON TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

AMAZON.COM, INC., a Delaware corporation, and AMAZON TECHNOLOGIES, INC., a Nevada corporation,

Plaintiffs,

V.

UMER WASIM, *et al.*,

Defendants.

Case No. 3:23-cv-05580-TLT

DECLARATION OF SHARON WILLIAMS IN SUPPORT OF PLAINTIFFS AMAZON.COM, INC. & AMAZON TECHNOLOGIES, INC.'S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANTS (1) VTLOGODESIGN, INC.; (2) MK AFFILIATES, INC.; (3) ALI ALAM; (4) DYNAMIC DIGITAL SOLUTIONS LLC; (6) MEHWASH MUNIR; (6) ONE STOP COMPUTER SERVICES LLC; (7) MUHAMMAD ZUBAIR KHAN; (8) TECHTURE INC.; (9) MUHAMMAD MUDASSAR ANWAR; (10) TECH DRIVE PVT LLC; (11) ASHHAR RAWOOF; (12) SMART STARTUP SOLUTIONS; (13) MUHAMMAD USMAN KHAN; (14) YASIR AGAR; (15) MUHAMMAD SHIRAZ QURESHI; AND (16) MAVIA NIZAM

Hearing Date: December 10, 2024
Time: 2:00 pm
Location: San Francisco
Courtroom 09, 19th Fl.
Complaint filed: October 30, 2023

1 I, SHARON WILLIAMS, declare as follows:

2 1. I am over the age of eighteen and am competent to testify as to the matters set forth
3 herein. I have personal knowledge of the facts in this declaration, and base this declaration on my
4 personal knowledge.

5 2. I make this Declaration in support of Plaintiffs' Motion for Default Judgment
6 Pursuant to Federal Rule of Civil Procedure 55(b) as to Defendants: (1) VTLogodesign, Inc.; (2)
7 MK Affiliates, Inc.; (3) Ali Alam; (4) Dynamic Digital Solutions LLC; (5) Mehwash Munir; (6)
8 One Stop Computer Services LLC; (7) Muhammad Zubair Khan; (8) Techture Inc.;
9 (9) Muhammad Mudassar Anwar; (10) Tech Drive Pvt LLC; (11) Ashhar Rawoof; (12) Smart
10 Startup Solutions, LLC.; (13) Muhammad Usman Khan; (14) Yasir Agar; (15) Muhammad Shiraz
11 Qureshi; and (16) Mavia Nizam ("Defendants"). The following facts are personally known by me
12 to be true and, if called and sworn as a witness, I could and would competently testify as follows.

13 3. I am a customer of Amazon.com, Inc. ("Amazon").

14 4. I am a resident of Indiana.

15 5. Sometime in January of 2023, I searched for a publisher for my book, "Because He
16 Loved Us". I decided to go with Amazon, because my books were on sale there at the time, and
17 because I know they have a tremendous audience. I conducted a search on Google for Amazon
18 publishers and found a phone number that I believed was for Amazon Publishers.

19 6. I called that number and learned that the individual who picked up the call said that
20 her name was "Sophia" and that she was with "MK Affiliates" ("MKA"). When I asked whether
21 MKA was associated with Amazon, the responding individual said that it was.

22 7. During my phone conversation, Sophia told me that I was on the right track and
23 that it was necessary to have a publisher in order to get my book noticed.

24 8. When I asked what the cost of the service was going to be, I was initially told that I
25 would pay \$800 in February and then another \$800 in March. However, Sophia later told me that
26 they needed \$800 in February and then \$1600 in March.

1 9. MKA said that the service would include advertising and building me a website.
 2 MKA did build a website for me, with a URL of <http://sharonwilliamsw.com>, but there were
 3 several issues with the website, including that it was initially in Spanish.

4 10. I recall that MKA advertised having several locations, including in Texas, Florida,
 5 and New York.

6 11. I worked with MKA from about February 2023 through May 2023, but did not see
 7 any results. Sometime towards the beginning of May, I called MKA to try and find out what was
 8 going on with my account and to request my money back. I told them that I was not going to work
 9 with them anymore.

10 12. I tried to contact Amazon, again, and I ended up in contact with “Richard J.
 11 Johnson,” with a company called “AMZ Kindle Publishing.” I explained the problems that I was
 12 having with MKA to Richard Johnson, from AMZ Kindle Publishing, and Richard said that he
 13 could help me get my money back.

14 13. After that conversation, I received a refund on my credit card of all but the initial
 15 \$800 that I had paid to MKA. The fact that I received a refund, and the name of the entity led me
 16 to believe that I was working with Amazon.

17 14. Richard told me that he could help me with my publishing and marketing, and said
 18 that there would be at least 45 orders of my book within the first couple of months of working
 19 with him.

20 15. On May 18, 2023, Richard sent me a new quote, via email, for services that
 21 included \$9,500 for “publication, marketing and social media management” and \$6,000 for a new
 22 website, from email address richard@amzkindlepublishing.com. **Exhibit A** is a true and correct
 23 copy of the email containing the quote that I received, and is attached hereto.

24 16. The domain in the email address for Richard furthered my belief that I was
 25 working with Amazon.

26 17. The email outlined the payments I had made up to that point to AMZ Kindle
 27 Publishing, for the services provided in the quote, which included:

28 a. \$1,000 to One Stop Computer Services (“OSCS”)

1 b. \$1,000 to Dynamic Digital Solutions (“DDS”), and
 2 c. \$2,000 to Brandology Limited. *See Ex. A.*

3 18. On May 19, 2023, I responded via email to Richard and said that I could not make
 4 any further payments and felt that I was being overcharged for the website. *See Ex. A.*

5 19. On May 23, 2023, I received an email from Richard, stating that the regular cost
 6 for publishing and marketing two books and creating an author website was \$38,000, so at the
 7 price they offered me, which was \$24,500, I would be getting a discount of \$13,500. Richard
 8 confirmed that I had already paid him \$8,500, and had a remaining balance of \$16,000. He further
 9 stated that once the marketing was complete, he expected to generate \$15,500 in revenue from
 10 sales and advertising, which I could use to pay off my remaining balance, which would leave me
 11 with a debt of \$9,000. **Exhibit B** is a true and correct copy of the email that I received, and is
 12 attached hereto. Then AMZ Kindle Publishing did in create a new website for me, at
 13 <http://sharon-william.com>.

14 20. On June 19, 2023, I received an email from Richard, stating that I would not be
 15 responsible for paying the PayPal balance, except for an initial payment of \$200-\$400, and that
 16 the balance would be “moved to the company account, and [I would] not be responsible to pay
 17 that individually.” I did not find this statement to be credible. **Exhibit C** is a true and correct copy
 18 of the email that I received, and is attached hereto.

19 21. On July 2, 2023, I sent an email to Richard and to Felix, who worked with Richard
 20 and used the email address felix@amzkindlepublishing.com, and said that I would not accept any
 21 further charges. I told them that the way it stood, it would take me about 14 months to pay off my
 22 credit card debt. I am 82 years old, and I did not know if I would be able off this debt, and I did
 23 not want the debt to be left for my family. **Exhibit D** is a true and correct copy of the email that I
 24 received, and is attached hereto.

25 22. On July 11, 2023, I sent an email to Richard and Felix and said that I did not want
 26 any further expenses. In the email, I detailed the amount that I had paid to up to that point to AMZ
 27 Kindle Publishing, which totaled \$27,165.00. This included \$3,600 paid through PayPal, \$9,565
 28 paid with my Mastercard credit card, and \$14,000 paid with my Discover credit card. To the best

1 of my recollection, that amount is what I actually paid to AMZ Kindle Publishing, except that I do
 2 not recall whether I used my Mastercard at that time, or another form of payment. I believe that I
 3 made all payments through PayPal, my Discover credit card, and my credit union. **Exhibit E** is a
 4 true and correct copy of the email that I sent, and is attached hereto.

5 23. On July 4, 2023, because I believed that I was working with Amazon, or Amazon,
 6 I submitted a complaint to Amazon about the very expensive marketing charges, asking whether
 7 my experience was normal.

8 24. After that, I was contacted by an individual on behalf of Amazon, and learned that
 9 neither MKA, nor AMZ Kindle Publishing were part of Amazon.

10 25. Sometime after that, I disputed the charges on my Discover card.

11 26. After I had initiated the dispute, on July 31, 2023, I received another email from
 12 Felix. Felix said that he had learned about the dispute, and that it was going to put his job, and
 13 Richard's job at stake. He said that I should have called them and asked for a refund. He also said
 14 that after a successful marketing campaign, he had received an order for my books worth around
 15 \$10,000. **Exhibit F** is a true and correct copy of this email and several responses that I exchanged
 16 with Richard and Felix, and is attached hereto.

17 27. Felix' signature block on the July 31, 2023 email indicated that his name was
 18 "Felix Thompson", and that his title was "Book Publishing and Marketing Consultant". Next to
 19 his signature was a logo. The logo had the letters "amz" in blue and orange, above the word
 20 "publishing" and next to the word "kindle", which was written in black, and had an orange arrow
 21 in the shape of a smile underneath it, that was confusingly similar to Amazon's smile logo.

22 28. Sometime in July 2023, I recall that I woke up at 4:00 in the morning and started
 23 checking my phone and emails. Shortly thereafter, I received a phone call from Richard. I was
 24 suspicious of how he would have known that I was awake at that time, unless he was somehow
 25 monitoring me. Richard had previously had me download the AnyDesk app, in order to allow him
 26 access to see my computer. In an email that I sent Richard and Felix on August 1, 2023, I asked if
 27 that app allowed them access to my computer at any time. *See Ex. F.*

28

29. On August 1, 2023, Richard and Felix convinced me to withdraw the dispute with Discover, by saying that if I did not, they would lose their jobs.

30. After that, I believe that Richard refunded me for all of the charges that had been
made to AMZ Kindle Publishing.

31. However, he said that in order to pursue the deal with a retailer that they had received, for an order of \$10,000 of my books, I needed to pay his legal department \$8,000.

32. I paid Richard \$2,500, but cannot recall how the payment was made. On September 16, 2023, I also wrote a check for \$5,500 to pay for the \$8,000 in fees. Attached hereto as **Exhibit G** is a true and correct copy of the check that I sent to Richard, which was withdrawn from my account. The payee that I wrote the check to was One Stop Computer Services, which was an entity that I had previously made a payment to, for services related to AMZ Kindle Publishing.

33. Richard continued to contact me, but the deal did not come through, and I became tired of dealing with Richard. The last time Richard reached out to me was in September 2023, when I received a text message from him requesting a call, but I did not respond to him any further. I did not receive a refund for the last \$8,000 that I paid Richard and his companies.

34. In September of 2023, I searched my email inbox for messages from Richard, and I could only find the emails attached. I suspect that Richard somehow accessed my inbox and deleted all of the other messages.

35. Other than the emails attached, I have not been able to locate other records of communications with MKA or AMZ Kindle Publishing.

I declare under penalty of perjury under laws of the United States that the foregoing is true and correct. Executed this 28th day of August, 2024 in Indianapolis, Indiana.

Sharon Williams

EXHIBIT A

From: "sharon williams" <[REDACTED]>

To: "S Q" <richard@amzkindlepublishing.com>

Cc:

Sent: Fri, May 19, 2023 at 6:52 PM

Subject: Re: Payment breakdown and confirmation needed

Hello Richard,

You are moving too fast and so, I won't be pushed. In listening to you, I see a natural salesperson, for which you are doing well, however, I will explain again.

No, further payments will be sent at this time. I have explained that with my age and health, that I wish to proceed cautiously. I feel that I'm being overcharged for the website -because with Go Daddy, I was charged \$600.00 and have kept the domain name. That's different from \$6,000.

It seems, from my side of the coin, that when I was trying to reach financial to request a refund, the number given, rang into your area and when you said that you would take care of the refund....I thought I was in the right place. You did take care of it and I received almost everything back for work not provided,...except for another \$800.00 still owed.

Somehow, all of this is tied with Amazon, but I'm not even sure of that. I think a person should shop around before agreeing to anything. However, I feel pulled into something without understanding it.

I can't talk to you because you're so set on everything moving fast. You say that I'm to have \$7500 this evening and I say it won't happen.

So I'm going to stop and think this out. I feel this is way over my head

Sharon Williams

On Thursday, May 18, 2023 at 08:53:54 PM EDT, S Q <richard@amzkindlepublishing.com> wrote:

Hi sharon,

Hope you are doing good.

We got these payments :

1. \$1000 you paid via PayPal from discover card ending in 5063 to ONE STOP COMPUTER SERVICES.
2. \$1000 you paid via PayPal from discover card ending in 5063 to DYNAMIC DIGITAL SOLUTIONS.
3. \$2000 you paid via invoice from discover card ending in 5063 to Brandlogy limited.

Your total amount for website is : \$6000 and you have paid \$2000 via 2 transactions on PayPal and your remaining amount is \$4000 which you will be taking care in 2 installments with in the next 30 days.

Your total amount for Publication, marketing and social media management is : \$ 9500 and you have paid \$2000 via 1 transaction through invoice using your Discover card ending in 5063 and your remaining amount is \$7500 which you will be taking care tomorrow as discussed over the call.

Please acknowledge this email so we have all the records.

Best Regards,

Richard J Johnson

EXHIBIT B

From: "S Q" <richard@amzkindlepublishing.com>

To: "sharon williams" <[REDACTED]>

Cc:

Sent: Tue, May 23, 2023 at 9:15 PM

Subject: Complete overview

Hi,

It was great talking to you again.

I wanted to break down the costs for you:

The regular cost for publishing and marketing two books and creating an author website is **\$38,000**.

We are getting both of your books published again with 100% authenticity and royalty going to you. **This will cost \$24,500 so that means you're getting a Discount of \$13500.**

You have already paid us \$8,500. This leaves you with a remaining balance of \$16,000 now for everything for both books .

Once we complete the marketing, we expect to generate \$15,500 in revenue from sales and advertising. You can use this money to pay off your remaining balance, which will leave you with a debt of \$9,000.

In total, at the end you will be responsible for \$9,000 to cover the cost of publishing, marketing, your author website, and editing.

I am confident that this is a worthwhile investment. We will succeed together as a team. Remember, you were willing to invest \$40,000 in the past three years and didn't get anything in return. Now, you have a website and are one step closer to your goal of sharing your message with the world.

I hope you will approve the project and show your trust towards my efforts.

Sincerely,
Richard J Johnson

EXHIBIT C

From: "Richard Johnson" <richard@amzkindlepublishing.com>
To: "sharon williams" <[REDACTED]>, "felix@amzkindlepublishing.com"
<felix@amzkindlepublishing.com>
Cc:
Sent: Mon, Jun 19, 2023 at 8:08 PM
Subject: Re: Name if marketing companies

As stated, Sharon , ALL PayPal balance will be moved to company account, and you will not be responsible to pay that individually. Only you need to make the first minimum payment which be around 200-400 USD.

Best Regards

From: sharon williams <[REDACTED]>
Date: Tuesday, June 20, 2023 at 5:07 AM
To: Sharon Williams <[REDACTED]>, "felix@amzkindlepublishing.com"
<felix@amzkindlepublishing.com>
Cc: "S. Q." <richard@amzkindlepublishing.com>
Subject: Name if marketing companies

Hello,

Billig Company Names are as follows:

Swift Digital
Brandlogy Limited
Flawless Fab

Sharon Williams

EXHIBIT D

From: "sharon williams" <[REDACTED]>

To: "S. Q." <richard@amzkindlepublishing.com>, "felix@amzkindlepublishing.com"<felix@amzkindlepublishing.com>

Cc:

Sent: Sun, Jul 2, 2023 at 8:46 PM

Subject: I must inform you that any further charges will not be acceptable

I have only a certain amount each month for my budget. Because of my good credit rating, which used to be but declining rapidly, I must stop any further charges. The way it stands, it'll be a good 14 months to pay this debt on my credit card.

Had I known the expense, that continues to grow, I would have been more conservative in promoting my book. To add to the problem, my health is questionable

Also, I don't see any advantages of 3 companies and their services...which are part of a single company. Flawless Fab is a personal coaching company... why are they important in marketing a book?

Brandology is a marketing and management consulting firm - that may be important, but is this duplicating services?

Just because I get a refund from one company, that didn't come through, doesn't mean that it should be recharged by a different company because the service might be different.

Being cooperative and on the same page is important with any business and so, I haven't said much..... but it's a great concern to me.

Sharon Williams

EXHIBIT E

From: "sharon williams" <[REDACTED]>
To: "S. Q." <richard@amzkindlepublishing.com>
Cc: "felix@amzkindlepublishing.com" <felix@amzkindlepublishing.com>
Sent: Tue, Jul 11, 2023 at 6:32 AM
Subject: The plan for now...

Richard,

I do not want any further expenses. I see no harm in slowing the expensive pace down. What good does it do for me, if my health is unsure? The company you're with, has lost nothing, whereas I find myself in debt to a large sum. Your company needs to know **that I'm not on board** with this amount of money. I understand that it takes time to see results, but I'm not in a hurry.

Currently balance for PayPal Credit - \$3600 Mastercard - balance \$9,565. - Discover balance \$14,000.
- **Total \$27, 165.00**

I'm of the mind that if my book sells, it was meant to. This total is really quite shocking

Sharon Williams

EXHIBIT F

----- Forwarded Message -----

From: Sharon <[REDACTED]>
To: Richard Johnson <richard@amzkindlepublishing.com>
Sent: Thursday, January 18, 2024 at 08:47:46 AM EST
Subject: Re: Order update

Sent from my iPad

On Aug 2, 2023, at 1:32 PM, Richard Johnson <richard@amzkindlepublishing.com> wrote:

Okay noted. I will forward it concern department
Once you free and your computer ready let me know.

From: sharon williams <[REDACTED]>
Reply-To: sharon williams <shaewll@yahoo.com>
Date: Wednesday, August 2, 2023 at 10:00 PM
To: "S. Q." <richard@amzkindlepublishing.com>
Subject: Fw: Order update

I tried to copy and paste but it did some crazy stuff so I have the order number. I called discovered yesterday but the credit hasn't yet been applied to my account. It will probably happen later on today. They have said that they are putting the charges back on my card and that the dispute is now closed. The case

number is [REDACTED] I'll check once again if that's the correct case number

Sharon

[Sent from Yahoo Mail on Android](#)

----- Forwarded Message -----

From: "Sharon" <[REDACTED]>
To: "Richard Johnson" <richard@amzkindlepublishing.com>
Cc:
Sent: Tue, Aug 1, 2023 at 8:48 AM
Subject: Re: Order update

Good morning

I've canceled the dispute with Discover and if anyone should ask, just say it was due to a misunderstanding on my part.

How about 10:00 on the cell [REDACTED]..?

Sharon

Sent from my iPad

On Aug 1, 2023, at 7:27 AM, Richard Johnson <richard@amzkindlepublishing.com> wrote:

Hello Sharon,

I highly appreciate your cooperation and prayers for you and your family and for showing how generous you are. I am ashamed for all the confusion but my totak intentions were to help you nothing else, maybe my way was not right for which I sincerely apologize.

I am confirming your order , let me know the time and number to call you today as we need to do few order confirmations with printing.

Last, we have got 1 dispute in amount of 1700 usd for flawless fab and this is something I was afraid of as I can lose this job and Felix too. Though for now we are fine because you conformed you will take care of everything. Please make your priority Sharon to close this dispute or any other disputes files today so it won't effect our careers.

Looking forward for a prompt response.

Best Regards,

Richard and Felix

From: sharon williams <[REDACTED]>
Reply-To: sharon williams <[REDACTED]>
Date: Tuesday, August 1, 2023 at 8:35 AM
To: <richard@amzkindlepublishing.com>, <felix@amzkindlepublishing.com>
Subject: Re: Order update

I thank you for your understanding and I think we'll have a better working relationship. It was never my intention to jeopardize your career. I worked for years and helped support my family so I'll do everything I can to make sure that your jobs aren't affected. That would be a terrible thing to do
Yes, I'm confirming agreement for the book contract. I'll make it my priority tomorrow to correct any wrong doings

Sent from Yahoo Mail on An

On Mon, Jul 31, 2023 at 9:12 PM, Richard Johnson

<richard@amzkindlepublishing.com> wrote:

We agree with everything and assure you that we will proof you that whatever we did was good for you by giving you great figures with Return on Investment.

It was a hard phase, but we have been through that. Let's work together and we apologize for the issues caused.

Also, please confirm me about the book orders and in regard to that if disputes or anything was initiated or not? Are they settled? Because any dispute will make us lose our jobs and we have family to run . Hopefully, you will understand our situation need your cooperation and we assure you to satisfy you.

Best Regards

From: sharon williams <[REDACTED]>
Reply-To: sharon williams <[REDACTED]>
Date: Tuesday, August 1, 2023 at 1:50 AM
To: <felix@amzkindlepublishing.com>, "S. Q." <richard@amzkindlepublishing.com>
Subject: Re: Order update

To my marketing guys,

There is much that I would say and I'll explain. I don't like to cause trouble for anyone especially when it comes to their job and security however I should have been treated differently.

When I say that I'm uncomfortable about the cost but the cost is still added to my debt amount, it shows no respect. You may be very good at what you do but if you don't listen to the clients, things may go wrong. There will be misunderstandings.

I feel and tell me if I'm wrong, that my phone is being monitored and this came about because at 4:00 in the morning I get a email and then follow very soon with another email. Nobody is usually up at 4:00 and it was quite a coincidence that I would get the email when I'm checking my phone so early in the morning.

Since I have any desk app in my system does this allow you access at any given time?

I do appreciate your expertise but I also need to be included of why the cost is being applied and for what? I speak with the soft voice and my ways are usually gentle but I also need to know that the other person hears me. I have worked with some shady characters, promise's not kept and slow Deliverance.

I do want to work with you if you want to work with me but I do ask for respect and listen. And don't push. Any disputes will be dropped and dismissed. I think you both are good guys but your marketing skills just got in the way and being my age, I have no reason to be so far in debt.

[Sent from Yahoo Mail on Android](#)

On Mon, Jul 31, 2023 at 2:19 PM, felix@amzkindlepublishing.com

<felix@amzkindlepublishing.com> wrote:

Hello Sharon,

I hope you are doing well. I just came to know about what's going on. As mentioned several times your money is 100% refundable. You should've called us and asked about a refund. This is going to put my and Richard's job at stake. I have always been cooperative at my best and try to get everything situated. After a successful marketing campaign we got our first order worth around \$10,000 and we were planning to further expand and make this successful.

Although I hope we can resolve this issue. Richard can look in to this and get all your money refunded like he did before to help you out. If you are not comfortable with moving further just simply reply back on my email for a refund and I will get it processed.

Disputing the transactions is just a long way that is going to affect both me and Richard in the worst possible way.

Let me know how you would like to proceed.

Regards,



Felix Thompson

Book Publishing and
Marketing Consultant

M: 713-564-4637

E: felix@amzkindlepublishing.com

www.amzkindlepublishing.com

EXHIBIT G

SHARON E. WILLIAMS

1099

203832740
10
CASHIER

9/16/2023

Pay to the
Order of One Stop Computer Ser. - Wells Fay \$ 5500.00
Fifty-five hundred ^{one} 00 ————— Dollars  

elements

Sharon E. Williams

24073834
1099
1000002425847

SHARON E. WILLIAMS

Security Features exceed industry standards and include:

- Image-Match®: Matching account and check number on back (Patent No. 9,240,636)
- MobileMark®: Mobile Deposit check mark to indicate check has been deposited via mobile device
- The Security Weave® pattern on back designed to deter fraud
- Microprint (MP) lines printed on front and back
- The words "ORIGINAL DOCUMENT" across the back
- Photo Safe Deposit® icon visible on front and back

Do not cash if:

- Any of the features listed above are missing or appear altered
- Fugitive ink on back, front or has disappeared
- Brown stains or colored spots appear on both front and back



CHECK BOX FOR MOBILE/REMOTE DEPOSIT
WRITE NAME OF FINANCIAL INSTITUTION ON LINE ABOVE